

**Louisiana Department of Children and Family Services
Child Care Assistance Program**

Provider Name: _____
Initials of Provider: _____

Case Name: _____
ID Number: _____
Worker: _____
TIPS No.: _____
Parish No.: _____
☐ Renewal ☐ Change

**In-Home Provider Agreement
(Class U)**

Provider Information:

Name:		Social Security Number:	Date of Birth:
Street Address:		Mailing Address (if different from Street Address):	
City:	Zip:	City:	Zip:
Parish:	Telephone:	Parish:	
E-mail:			

HOURS AVAILABLE			
Monday	_____	a.m./p.m. to _____	_____ a.m./p.m.
Tuesday	_____	a.m./p.m. to _____	_____ a.m./p.m.
Wednesday	_____	a.m./p.m. to _____	_____ a.m./p.m.
Thursday	_____	a.m./p.m. to _____	_____ a.m./p.m.
Friday	_____	a.m./p.m. to _____	_____ a.m./p.m.
Saturday	_____	a.m./p.m. to _____	_____ a.m./p.m.
Sunday	_____	a.m./p.m. to _____	_____ a.m./p.m.

Agreement:

The Louisiana Department of Children and Family Services (hereinafter referred to as "Department"), and the child care provider named above (hereinafter referred to as "Provider") enter into the following agreement:

Regulations:

1. Provider will comply with all applicable state and federal laws, regulations and other standards and requirements in providing services under this agreement.
2. Provider must be at least 18 years of age. Government issued picture ID such as driver's license is required.
3. Provider understands and agrees that he or she is entering into this agreement in an independent capacity and does not hereby become an employee of the state or federal government or entitled to government benefits.
4. Provider must furnish verification of current certification for Pediatric First Aid training.
5. Provider must furnish verification of current Infant/Child/Adult Cardiopulmonary Resuscitation (CPR) certification. Both the front and back of the CPR card must be copied and must show a certification date and the end date or renewal date.
6. Provider must have a criminal background check completed.
7. Provider will comply with reporting requirements with respect to suspected child abuse/neglect.
8. Provider is prohibited from the use of corporal punishment such as, but not limited to, spanking, whipping with a switch or belt, arm twisting, or washing out mouth with soap or other foul tasting substances.

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9. Provider must abide by all laws, rules, and regulations for any programs for which federal or state funds are received.
10. Provider must have access to email or electronic communication, and keep this information current, as the Department will now be communicating information to providers by this medium. Any action taken on your CCAP agreement will continue to be sent by original correspondence. However, in order to stay current with any changes or departmental information, the Department will now be communicating electronically. Provide a valid email address below:

Primary email address: _____
(PLEASE PRINT)

Secondary email address: _____
(PLEASE PRINT)

Services/Payments:

11. Provider may not live at the same residence as the child(ren) for whom care is being provided or share the head of household's mailing address (with the exception of a P.O. Box).
12. Provider must participate in the Tracking of Time Services (TOTS) to capture time and attendance. Any invoice or request for manual payment of attendance not tracked through TOTS must be accompanied by the corresponding attendance log(s). Provider cannot be a Household Designee for a child he/she cares for.
13. Child care can be provided only by the eligible CCAP provider who signs this Agreement and only at the CCAP eligible child(ren)'s home. Payments will not be made to this provider for a CCAP eligible child who does not live at that home. Provider will permit parents to see and be with their children at all times.
14. This agreement does not guarantee the placement of any child in provider's care. Department does not recommend any child care provider; it is the right of parents/caretakers to make this choice from among all participating providers in their area.
15. Provider will charge the Department no more than the maximum rate charged for any other child in care for the same service. Provider must not charge any more or any less than the amount shown on the CCAP Rate and Availability Verification Form (CCAP 7B) in order to become or remain an eligible CCAP provider. Provider may not collect payment from the Child Care Assistance Program for any portion of the child care expense paid by a third party. **Provider must charge the parent/guardian and collect the difference between the total charged and the Department payment.**
16. Payment to the provider will be based on a percentage of either the provider's actual charge or the state maximum rate for the authorized services, whichever is less.

Payment will not be made for absences of more than two days for a child in any calendar month or for an extended closure by a provider of more than two days in any calendar month. A day of closure, on a normal operating day for the provider, is counted as an absent day for the child(ren) in the provider's care. If a child authorized for full-time care attends child care less than four hours in one day, this will be counted as a half day absent and half the daily rate will be paid to the provider. No absences will be paid for part-time care.

Payments will not be made for any days after the last day that authorized care was provided. Days when the provider is unable to provide care will count as days of absence for the children in the provider's care.

In cases of a federal/state/locally declared emergency situation, or other special circumstances, the Department may at the discretion of the Deputy Secretary of Programs waive the absence policy.

17. Provider agrees to report problems with the Interactive Voice Response (IVR) System that prevents check in or check out for children to the ACS Provider Help Desk AND the DCFS local office within 48 hours of failure.
18. Provider agrees to notify the Department promptly when provider rates change. A new Provider Rate Agreement form and appropriate verification of new rates (notice to parents of change) will be required at that time. Department agrees to provide a new CCAP Rate and Availability Verification Form (CCAP 7B) for each CCAP eligible child for whom the provider's rate has changed. Provider agrees to complete and ensure return of the CCAP 7B to the department. Department agrees to change the payable rate, subject to the state maximum rate, effective the first of the month following receipt of the new Provider Rate Agreement and verification of the new rates to Provider Directory, if the new CCAP 7B is postmarked or received timely.
19. Provider must ensure that a working telephone is accessible at all times in the home in which care is being provided and that this telephone can receive incoming calls and can send outgoing calls.

Ownership/Subcontracts

20. This agreement shall not be transferred to another provider or to another location of the same provider and the provider shall not care for the children at any address other than the one which the provider inspected nor shall the provider subcontract to any other person. **Any transfer, change of location or subcontracting shall be grounds for immediate termination of this agreement by the Department.**

Monitoring/Recordkeeping:

21. Provider will keep a required daily attendance log for children, including arrival and departure times, for each child participating in the program, anytime TOTS is unavailable or not used to track the arrival and departure time of a child in care. The daily attendance log must contain the minimum required information as outlined on the CCAP 15PR (Provider Payment and Reporting Responsibilities). If transportation is provided, a daily transportation log is also required. If you do not have a daily attendance log, you may go to www.dcfs@louisiana.gov and print a copy.

Provider will notify the Department immediately of the removal of any child from its care so that payment from the Department for that child can be discontinued.

In the event that a manual invoice or CCAP 40 (Child Care Provider Manual Payment Request Remittance Advice) is required the provider is responsible for completing the document accurately and correctly, and reporting any discrepancy in payment to the Department. Any invoice or request for manual payment of attendance not tracked through TOTS must be accompanied by the corresponding attendance log(s). Provider agrees to submit the invoice or CCAP 40 within 7 calendar days of receipt. Falsifying an invoice or CCAP 40 constitutes a violation of this Agreement. Payment will be made to the Provider by Department from state and federal funds by state warrant.

22. Provider will furnish Department with such reports as are required by Department in such format as is prescribed by Department.
23. Department and provider will carry out the requirements to monitor and conduct fiscal or program audits at reasonable times and provide consultation and technical assistance. Department's authority to monitor and conduct fiscal or program audits applies to provider to the extent of the services furnished under the terms of this agreement. Provider will promptly admit representatives of all regulatory and/or funding agencies during any hours when children are in care and fully cooperate with said representatives in the performance of their duties.
24. Provider will retain supporting fiscal documents (invoices, attendance logs, and remittance advices) adequate to insure that claims for matching federal funds are in accordance with federal requirements. Provider shall retain such documents for 3 years after close of the state fiscal year in which services are provided.

25. Provider will give representatives of Department and of the U. S. Department of Health and Human Services (DHHS) access at reasonable times to all books, records and supporting documents kept by provider for purposes of inspection, monitoring, auditing, or evaluation by Department or DHHS personnel.

Agreement Timeframes:

26. This agreement shall become effective upon execution by the parties hereto on the date entered below. Department shall incur no liability for payment for child care for any child until provider has received from Department a notification of eligibility and payment authorizing the provision of child care to that child.
27. This agreement:
- A. Shall be permanently terminated at the close of business on the first workday after the Department receives notice that a criminal background check shows that the provider has been convicted of, or pled no contest to, a crime listed in R.S.15:587.1.C. This will result in permanent ineligibility as any type of CCAP provider.
 - B. Shall be terminated:
 - 1. Immediately and without necessity of advance notice by written mutual agreement of both parties; or
 - 2. In thirty (30) days upon either party giving written notice to the other party of its intent to terminate; or
 - 3. At the close of business on the license end date or closure date entered in the TIPS Provider Directory, whichever is first, which may be due to ineligibility as a CCAP provider; or
 - 4. Concurrent with the date that a provider is permanently disqualified for certain violations such as, but not limited to, results of a criminal background check.
 - 5. At the close of business on the date participation in CCAP is refused or terminated.
 - 6. At close of business following expiration of a 13-day advance notice or the current certification end date, whichever occurs first, if the provider fails to submit any of the information requested that is necessary to process the renewal of certification of the provider.
28. All payments by Department to Provider under this agreement shall cease immediately upon termination of this agreement.
29. By executing this agreement, neither of the parties incurs an obligation, either expressed or implied, to renew this agreement or execute a new agreement between the parties after the termination of this one.
30. The Provider shall be disqualified from receiving CCAP payments if the Department determines that certain acts or violations have been committed. Depending upon the act or violation, the disqualification may be permanent, or it may last for a period of three months to 24 months, for reasons such as, but not limited to:
- A. A condition or situation exists that places the lives, safety, or physical, mental, or emotional well-being of any child entrusted to the provider's care in imminent danger, regardless if such a condition or situation results from an act or omission by the provider.
 - B. Violating the terms of the Provider Agreement and/or Provider Rate Agreement, if false information or documentation is furnished to obtain or maintain certification or if specified changes are not reported as required. Specified changes are listed on form CCAP 15ICP (Invoice Completion Instructions) and form CCAP 15PR (Provider Payment and Reporting Responsibilities).

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- C. The provider has allowed an improper check-in and or check-out or submitted invoices for payment when the provider knew or should have known that the electronic information or information contained in such invoices was false.
- D. A provider has prevented or, through the use of force, violence or threats, has attempted to prevent any DCFS officer or employee from performing any of his/her official functions.
- E. A condition or situation exists that places the lives, safety, or physical, mental, or emotional well-being of any government officer or employee performing official duties involving or concerning provider in imminent danger, regardless if such a condition or situation results from an act or from omission by the provider.

31. Under no circumstances will payment be made outside of the effective dates of this agreement.

Neither the federal government nor the State of Louisiana provides appeal rights for providers whose participation in the Child Care Assistance Program is refused or terminated. There is no right to a State contract, which is what a CCAP Provider Agreement is. The decision to deny appeal rights was made by the State Legislature and the Department does not have the authority to overrule State law.

Recovery:

32. If the Department determines that any amounts paid to the provider exceeded the amount to which the provider was qualified, the Department shall have the right to recover or recoup those amounts.

Signatures:

33. By signing this agreement, Provider agrees to abide by the foregoing provisions and further certifies that he has not been the subject of a validated complaint of child abuse or neglect or has not been convicted or pled no contest to a crime listed in R.S. 15:587.1©.

This agreement shall commence on _____ and terminate on provider's certification expiration date _____ or upon the revocation of the provider's certification, or termination of eligibility as a CCAP provider, whichever comes first.

Provider Signature

Date

Provider Name (Print)

Department Signature

Date